

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2014-0355

**Innoprise Contract #:** C14-0064

**Year:** 2014

**Amount:** \$38,300.00

**Department:** Building Maintenance - Frank Stec

**Contract Type:** Small Construction/Installation

**Contractors Name:** Universal Asbestos Removal, Inc.

**Contract Description:** Asbestos Removal Bank and RFBD (143rd and LaGrange)

# Letter of Transmittal



Date: September 3, 2014

To: Patrick T. Connolly  
Universal Asbestos Removal  
1385 101<sup>st</sup> St., Ste D  
Lemont, Illinois 60439  
630-972-1030  
630-972-1065 (fax)  
UAR1987@aol.com

From: Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
708-403-6173  
708-403-9212 (fax)  
ddomalewski@orland-park.il.us

Mr. Connolly,

Enclosed is a copy of the contract for the Asbestos Removal at 143<sup>rd</sup> St and LaGrange for your files. I understand that the work was performed the week of August 4, 2014 and PO 14-002187 was issued for this work. Please include the PO # on any invoices along with certified payrolls. Your bid bond is also enclosed as it was released when we received the P&P bonds.

Regards,

  
Denise Domalewski

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
(708) 403-6100  
www.orlandpark.org



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton

James V. Dodge

Edward G. Schussler III

Patricia A. Gira

Carole Griffin Ruzich

Daniel T. Calandriello

July 15, 2014

Mr. Patrick Connolly  
Universal Asbestos Removal, Inc.  
1385 101<sup>st</sup> Street, Suite D  
Lemont, Illinois 60439

**NOTICE OF AWARD – Asbestos Removal Bank and RFBD 2014**

Dear Mr. Connolly:

This notification is to inform you that on July 7, 2014, the Village of Orland Park Board of Trustees approved awarding Universal Asbestos Removal, Inc. the contract in accordance with the bid you submitted dated June 5, 2014, for Asbestos Removal Bank and RFBD 2014 for an amount not to exceed Thirty Eight Thousand Three Hundred and No/100 (\$38,300.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by July 29, 2014.

1. I am attaching the Contract for Asbestos Removal Bank and RFBD 2014. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
3. Please submit Performance and Payment Bonds, dated (insert date of contract). Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

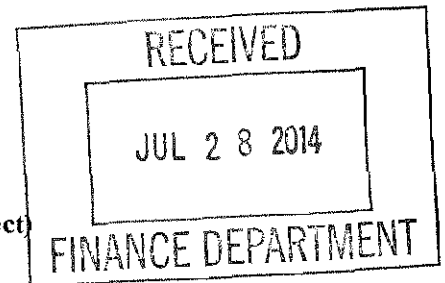
Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,

*Denise Domalewski*  
Contract Administrator

cc: Frank Stec

**VILLAGE OF ORLAND PARK**  
**Asbestos Removal Bank and RFBD 2014**  
(Contract for Small Construction or Installation Project)



This Contract is made this **15<sup>th</sup> day of July, 2014** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Universal Asbestos Removal, Inc. (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE’S Project Manual for the Work as described in Section 2 hereunder

- The Invitation to Bid issued May 16, 2014
- The Instructions to the Bidders
- Asbestos Survey Analytical Results

The Bid Proposal as it is responsive to the VILLAGE’s bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

*Remove all asbestos from the old First Midwest Bank, Insurance Agency, and Recording for the Blind and Dyslexic (RFBD) buildings located at 9612-9614 West 143rd Street, Orland Park, Illinois 60462 per the Asbestos Survey Analytical Results document*

(hereinafter referred to as the “WORK”) as described in the VILLAGE’S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of

the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

**TOTAL: an amount not to exceed Thirty Eight Thousand Three Hundred and No/100 (\$38,300.00) Dollars**

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by August 5, 2014, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village

and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*).

**SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, delivery confirmation, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the

following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orland-park.il.us

**To the CONTRACTOR:**

Patrick T. Connolly  
Universal Asbestos Removal, Inc  
1385 101<sup>st</sup>, Suite D  
Lemont, IL 60439  
Telephone: 630-972-1030  
Facsimile: 630-972-1065  
e-mail: uar1987@aol.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

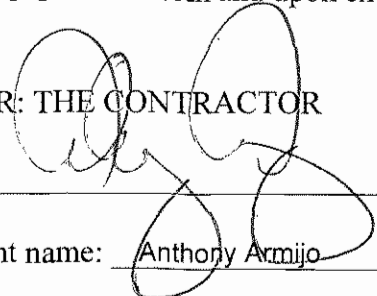
By: 

Print name: Paul G. Grimes  
Village Manager

Its: \_\_\_\_\_

Date: 7/30/14

FOR: THE CONTRACTOR

By: 

Print name: Anthony Armijo

Its: President

Date: 07/16/14

**VILLAGE OF ORLAND PARK  
CONSTRUCTION CONTRACT  
TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the “VILLAGE”) and Universal Asbestos Removal, Inc. (the “CONTRACTOR”) for Asbestos Removal Bank and RFBD 2014 (the “WORK”) dated July 15, 2014 (the “CONTRACT”).

**ARTICLE 1: DUTIES OF THE PARTIES**

**1.1 VILLAGE’S RIGHTS AND DUTIES**

- 1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR’S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, at the CONTRACTOR’S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5 If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE’S cost of the correction or cure from the amounts owed to the CONTRACTOR.



## 1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1 This CONTRACT calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on

employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

- 1.2.8 CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

## **ARTICLE 2: CONTRACT DOCUMENTS**

2.1 The CONTRACT consists of the following documents and items:

- .1 Agreement between the parties
- .2 Terms and General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated May 16, 2014 which includes
  - Invitation to Bid
  - Instructions to the Bidders
  - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications and documents as may be required by other project funding agencies
- .9 Performance and Payment Bonds
- .10 All Certifications required by the VILLAGE

## **ARTICLE 3: PAYMENTS AND COMPLETION**

3.1 The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.

3.4 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.5 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

#### **ARTICLE 4: TAXES**

4.1 The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

#### **ARTICLE 5: INSPECTION OF MATERIALS**

5.1 The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

#### **ARTICLE 6: ASSIGNMENT**

6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

6.2 WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.

6.3 The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **ARTICLE 7: GUARANTEES AND WARRANTIES**

7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

## **ARTICLE 8: DEFAULT**

8.1 If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of

ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2 Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

## **ARTICLE 9: DISPUTES AND VENUE**

9.1 Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

9.2 Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

## **ARTICLE 10: CONTRACT TIME**

10.1 Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond

CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

## **ARTICLE 11: INSURANCE AND INDEMNIFICATION**

### **11.1 Insurance Requirements**

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.2 CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

### **11.2 Indemnification**

11.2.1 The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons

or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

## **ARTICLE 12: PERFORMANCE AND PAYMENT BONDS**

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

## **ARTICLE 13: EXECUTION OF CONTRACT**

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

## **ARTICLE 14: CHANGES IN THE WORK**

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule.



Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

#### **ARTICLE 15: TERMINATION**

15.1 VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

## **EXHIBIT A**

### **Insurance Requirements**

#### Worker's Compensation:

STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this CONTRACT. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors.

#### Employers Liability:

\$500,000 minimum liability

#### Comprehensive General Liability; including Bodily Injury and Property Damage:

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

#### .4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit

#### .5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

## BIDDER SUMMARY SHEET

Asbestos Removal  
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Universal Asbestos Removal, Inc.

Address: 1385 101st Street, Suite D

City, State, Zip Code: Lemont, IL 60439

Contact Person: Patrick T. Connolly

FEIN #: 36-3456231

Phone: (630) 972-1030 Fax: (630) 972-1065

E-mail Address: UAR1987@AOL.COM

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

|                                             |
|---------------------------------------------|
| <b>TOTAL BID PRICE:</b> \$ <u>38,300.00</u> |
|---------------------------------------------|

Signature of Authorized Signee: Anthony Amico

Title: President Date: 6/5/14

## BUSINESS ORGANIZATION

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this bid.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

  X   Corporation: State of incorporation:   Illinois    
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Universal Asbestos Removal, Inc. (Corporate Seal)  
Business Name

Anthony Armijo Anthony Armijo  
Signature Print or type name

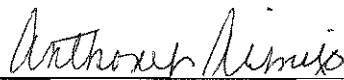
President 6/5/14  
Title Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT:      THIS CERTIFICATION MUST BE EXECUTED.**

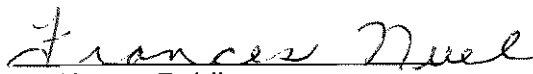
I, Anthony Amijo, being first duly sworn certify  
and say that I am President  
(insert "sole owner," "partner," "president," or other proper title)

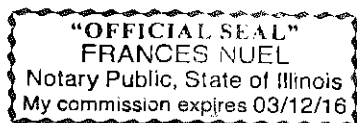
of Universal Asbestos Removal, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 5th Day  
of June, 2014.

  
\_\_\_\_\_  
Notary Public



## **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

NAME: Anthony Armiijo

SIGNATURE: Anthony Armiijo

WITNESS: Cynthia Lucas

DATE: 6/5/14

**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

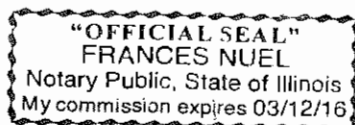
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

**Contractor:**

By: Anthony Nimis  
(Authorized Officer)

Subscribed and Sworn To  
Before Me This 5th Day  
of June, 20 14

Frances Nuel  
Notary Public







**APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION**

I, Anthony Armijo, having been first duly sworn depose  
and state as follows:

I, Anthony Armijo, am the duly authorized  
agent for \_\_\_\_\_, which has  
submitted a bid to the Village of Orland Park for  
Asbestos Removal, 9612-9614 W. 143rd St. Orland, IL and I hereby certify  
(Name of Project)

that Universal Asbestos Removal, Inc.  
(Name of Company)

participates in apprenticeship and training programs approved and registered with  
the United States Department of Labor Bureau of Apprenticeship and Training.

Name of A&T Program Chicagoland Laborers' J.A.T.C.

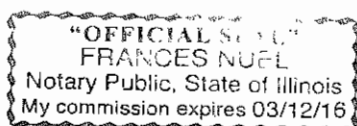
Brief Description of Program: Please See Attached.

\_\_\_\_\_  
\_\_\_\_\_

By: Anthony Armijo  
Title: President

Subscribed and Sworn To  
Before Me This 5th Day  
of June, 2014.

Frances Noel  
Notary Public



Chicagoland  
**LABORERS'**  
Training & Apprenticeship Fund

1200 Old Gary Avenue  
Carol Stream, Illinois 60188

Tel.: 630.653.0006  
Fax: 630.653.2762

Chicagoland Laborers' District Council Training and Apprenticeship Fund

8 March 2012

Mr. Anthony Armijo  
President  
Universal Asbestos Removal, Inc.  
1385 101<sup>st</sup> Street, Suite D  
Lemont, Illinois 60439

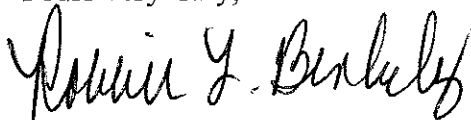
Dear Mr. Armijo:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Universal Asbestos Removal, Inc. indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Robbin L. Blakely  
Office Manager

RLB  
ENC

**Management Trustees**

David Lorig  
Donald Henderson  
Thomas Nordeen  
Robert G. Krug  
Larry Keefe  
Joseph Koppers



**Peter Ruff**  
Administrator

42-L

**Labor Trustees**

James P. Connolly  
Charles V. LoVerde III  
Liberato Naimoli  
Martin Flanagan  
Toby Koth  
Anthony DeLuca

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

*Chicagoland Laborers' J.A.T.C.*

*Carol Stream, Illinois*

*For the Trade - Construction Craft Laborer*

*Registered as part of the National Apprenticeship Program*

*in accordance with the basic standards of apprenticeship*

*established by the Secretary of Labor*

*April 12, 1999*

Date REVISED August 13, 2004

11 017990001

Registration No.



*L. F. Chao*

Secretary of Labor

*Anthony Swager*

Administrator, Apprenticeship Training, Employer and Labor Services

## REFERENCES

**Please provide three (3) references for which your organization has performed similar work.**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_



*Minority Business Enterprise  
Environmental Contractor*

## PROJECT REFERENCES

**Project:** Canon USA  
1800 Bruning  
Itasca, Il 60143

**General Contractor:** Leopardo Companies  
333 W. Wacker Drive, Suite 250  
Chicago, Il 60606  
Mike Solka

**Owner:** MB BP Portfolio, LLC  
2901 Butterfield Road  
Oak Brook, Il 60523  
Randy Olsen 630-586-6405

**Contract Amount:** \$41,950.00      **Completed:** January, 2014

**Project:** U of C-Adaptive Reuse  
5757 S. University Avenue  
Chicago, Il 60637

**Consultant:** United Analytical Services, Inc.  
1429 Centre Circle Drive  
Downers Grove, Il 60515  
Kevin Aikman 630-691-8271

**Owner:** University of Chicago  
6054 S. Drexel, Room 219  
Chicago, Il 60637  
Thomas Tucker 312-206-6146

**Contract Amount:** \$333,550.00      **Completed:** December, 2013

**Project:** CTA Bus Barn  
2600 W. Pershing Road  
Chicago, Il 60632

**Consultant:** K-Plus Engineering  
15 Spinning Wheel Drive  
Hinsdale, Il 60521  
Dan Caplice 312-207-1600

**Owner:** 39<sup>th</sup> & Archer LLC  
1731 N. Marcy Str., Ste 250  
Chicago, Il 60614  
Josh Levy 847-227-0004

**Contract Amount:** \$17,000.00      **Completed:** December, 2013

Client#: 19886

UNIVASB

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

| <b>PRODUCER</b><br>Construction - Remegi Team<br>Mesirow Insurance Services<br>353 N. Clark Street<br>Chicago, IL 60654 |        | <b>CONTACT NAME:</b> Katie Johnson<br><b>PHONE (A/C, No, Ext):</b> 312 595-8116<br><b>FAX (A/C, No):</b> 312 595-4332<br><b>E-MAIL ADDRESS:</b> kjohnson@mesirow                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |
|-------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|---------------------------------------|-------|--------------------------------------------|-------|---------------------------------------|-------|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Universal Asbestos Removal Inc<br>1385 101st Street<br>Suite D<br>Lemont, IL 60439                    |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B: Homeland Insurance Company of N</td> <td>34452</td> </tr> <tr> <td>INSURER C: Great Divide Insurance Co.</td> <td>25224</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Nautilus Insurance Company | 17370 | INSURER B: Homeland Insurance Company of N | 34452 | INSURER C: Great Divide Insurance Co. | 25224 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                           | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |
| INSURER A: Nautilus Insurance Company                                                                                   | 17370  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |
| INSURER B: Homeland Insurance Company of N                                                                              | 34452  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |
| INSURER C: Great Divide Insurance Co.                                                                                   | 25224  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |
| INSURER D:                                                                                                              |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |
| INSURER E:                                                                                                              |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |
| INSURER F:                                                                                                              |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                       |       |                                            |       |                                       |       |            |  |            |  |            |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                   | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> BI/PP Ded:5,000<br><input checked="" type="checkbox"/> Per Project Agg (GL)<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    | ECPO150310916 | 02/01/2014              | 02/01/2015              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>POLLUTION \$5,000,000<br>Policy CAP Included |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                                                                       |                    | BAP150311016  | 02/01/2014              | 02/01/2015              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                           |
| B        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                                                                                                            |                    | 7930018130000 | 02/01/2014              | 02/01/2015              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000                                                                                                                                                                                                                               |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETARY/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                           | N/A                | WCA15031116   | 02/01/2014              | 02/01/2015              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                                                 |
| A        | <b>Mold</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    | ECPO150310916 | 02/01/2014              | 02/01/2015              | 1,000,000<br>1,000,000 Deductible                                                                                                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\*\*\*\*FOR BIDDING PURPOSES ONLY\*\*\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION

\*\*\*\*\*FOR BIDDING PURPOSES ONLY\*\*\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John P. Mesirow*

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ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

|                                                                                                                                                     |  |                                                                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>Construction - Remegi Team</b><br><b>Mesirow Insurance Services</b><br><b>353 N. Clark Street</b><br><b>Chicago, IL 60654</b> |  | <b>CONTACT NAME:</b> Salina Rivera<br><b>PHONE (A/C, No, Ext):</b> 312 595-8105<br><b>FAX (A/C, No):</b> 312 595-6381<br><b>E-MAIL ADDRESS:</b> srivera@mesirow |  |
|                                                                                                                                                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                            |  |
|                                                                                                                                                     |  | <b>INSURER A:</b> Nautilus Insurance Company                                                                                                                    |  |
|                                                                                                                                                     |  | <b>INSURER B:</b> Homeland Insurance Company of N                                                                                                               |  |
|                                                                                                                                                     |  | <b>INSURER C:</b> Great Divide Insurance Co.                                                                                                                    |  |
|                                                                                                                                                     |  | <b>INSURER D:</b>                                                                                                                                               |  |
|                                                                                                                                                     |  | <b>INSURER E:</b>                                                                                                                                               |  |
|                                                                                                                                                     |  | <b>INSURER F:</b>                                                                                                                                               |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ADDL SUBR INSR WVD | POLICY NUMBER                                                      | POLICY EFF (MM/DD/YYYY)                             | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------|-----------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input checked="" type="checkbox"/> <b>BI/PD Ded:5,000</b><br><input checked="" type="checkbox"/> <b>Per Project Agg (GL)</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b> |                    | <b>ECPO150310916</b><br><br><b>\$5,000,000</b><br><b>Pollution</b> | <b>02/01/2014</b><br><br><b>Policy CAP Included</b> | <b>02/01/2015</b>       | <b>EACH OCCURRENCE</b> <b>\$1,000,000</b><br><b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> <b>\$100,000</b><br><b>MED EXP (Any one person)</b> <b>\$5,000</b><br><b>PERSONAL &amp; ADV INJURY</b> <b>\$1,000,000</b><br><b>GENERAL AGGREGATE</b> <b>\$2,000,000</b><br><b>PRODUCTS - COMP/OP AGG</b> <b>\$2,000,000</b><br><b>\$</b> |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>                                                                                                                                                                                                  |                    | <b>BAP150311016</b>                                                | <b>02/01/2014</b>                                   | <b>02/01/2015</b>       | <b>COMBINED SINGLE LIMIT (Ea accident)</b> <b>\$1,000,000</b><br><b>BODILY INJURY (Per person)</b> <b>\$</b><br><b>BODILY INJURY (Per accident)</b> <b>\$</b><br><b>PROPERTY DAMAGE (Per accident)</b> <b>\$</b><br><b>\$</b>                                                                                                           |
| B        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> <b>CLAIMS-MADE</b><br><b>DED</b> <b>RETENTION \$</b>                                                                                                                                                                                                                                                                                    |                    | <b>7930018130000</b>                                               | <b>02/01/2014</b>                                   | <b>02/01/2015</b>       | <b>EACH OCCURRENCE</b> <b>\$5,000,000</b><br><b>AGGREGATE</b> <b>\$5,000,000</b><br><b>\$</b>                                                                                                                                                                                                                                           |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> <input checked="" type="checkbox"/> <b>Y/N</b><br><b>(Mandatory in NH)</b><br><b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>                                                                                                                                                                                                                                        | <b>N/A</b>         | <b>WCA15031116</b>                                                 | <b>02/01/2014</b>                                   | <b>02/01/2015</b>       | <input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b><br><b>E.L. EACH ACCIDENT</b> <b>\$1,000,000</b><br><b>E.L. DISEASE - EA EMPLOYEE</b> <b>\$1,000,000</b><br><b>E.L. DISEASE - POLICY LIMIT</b> <b>\$1,000,000</b>                                                                   |
| A        | <b>Mold</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    | <b>ECPO150310916</b>                                               | <b>02/01/2014</b>                                   | <b>02/01/2015</b>       | <b>1,000,000</b><br><b>1,000,000 Deductible</b>                                                                                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9612-9614 W. 143rd Street Orland Park, IL. 60462. The following are included as Additional Insureds on the General Liability Policy per written contract: Village of Orland Park, its trustees, officers, directors, agents, employees, representatives.

A Waiver of Subrogation applies to the General Liability and Workers Compensation Policies per written contract.

|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br><b>Village of Orland Park</b><br><b>14700 S. Ravinia Avenue</b><br><b>Orland Park, IL 60462</b> | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

#### ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- ☒ **COVERAGES A AND B – GENERAL LIABILITY**
- ☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

**SECTION III – WHO IS AN INSURED** is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
  - a. Your work **performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or**
  - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
  - a. Your work **performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or**
  - b. Your work **performed for such person(s) or organizations(s) and included in the products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of person or organization:

Any person and/or Organization wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

The first Named Insured shown in the Declarations is responsible for the payment of all premiums due and will be the payee for any returned premiums we pay.

## 9. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 10. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or **suit** is brought.

## 11. Transfer Of Policy

Your rights and duties under this policy may not be transferred without our written consent.

## 12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

## 13. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION VI – EXTENDED REPORTING PERIOD – COVERAGE E ONLY

1. We will provide one or more Extended Reporting Periods, as described below, if:
  - a. This policy is canceled or not renewed; or
  - b. We renew or replace the coverage provided under Coverage E of this policy with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations; or
    - (2) Does not apply on a claims made basis.
2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided or reinstate or increase the Limits of Insurance. They apply only to claims resulting from actual or alleged acts, errors or omissions in the performance of **professional services** made before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for forty five (45) days with respect to claims first made against you and reported to us in writing. The Basic Extended Reporting Period does not apply to claims that are covered under

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Universal Asbestos Removal, Inc.  
1385 101st Street  
Lemont, IL 60439

### SURETY:

(Name, legal status and principal place of business)

Darwin National Assurance Company  
1690 New Britain Avenue, Suite 101  
Farmington, CT 06032  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Asbestos Abatement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

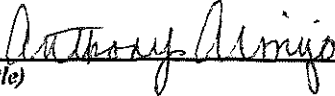
Signed and sealed this 6th day of June, 2014

  
(Witness)

Universal Asbestos Removal, Inc.

(Principal)

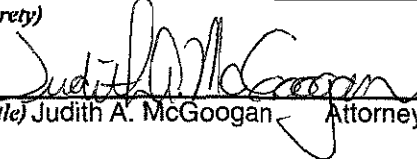
(Seal)

By:   
(Title)

Darwin National Assurance Company

(Surety)

(Seal)

By:   
(Title)

Judith A. McGoogan Attorney-in-Fact

  
(Witness) Katherine Johnson



State of Illinois  
County of Cook

On this 6th day of June 2014, before me personally appeared  
Judith McGoogan, known to me to be the Attorney-in-fact of  
Darwin National Assurance Company, the corporation that executed the  
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the  
aforesaid county, the day and year in this certificate first above written.

(Seal)



Sarah Green  
(Notary Public)



# DARWIN NATIONAL ASSURANCE COMPANY / ALLIED WORLD INSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

## POWER OF ATTORNEY

Issue Date: June 6, 2014

Single Transaction Limit \$10,000,000

### KNOW ALL MEN BY THESE PRESENTS:

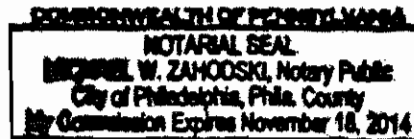
**Darwin National Assurance Company**, a Delaware corporation and **Allied World Insurance Company**, a New Hampshire corporation (the "Companies") does hereby appoint

NAME(s): Judith A. McGoogan SURETY BOND NUMBER: Bid Bond  
 FIRM: Mesirow Insurance Services, Inc. OFFICE LOCATION: Chicago, IL  
 PRINCIPAL: Universal Asbestos Removal, Inc. OBLIGEE: Village of Orland Park

It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, **DARWIN NATIONAL ASSURANCE COMPANY AND ALLIED WORLD INSURANCE COMPANY** has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 12th day of March, 2014



Robert E. Staples  
 Name: Robert E. Staples  
 Title: Senior Vice President

State of Pennsylvania )  
 County of Philadelphia ) ss.

On this 12th day of March, 2014 before me came the above-named officer of **DARWIN NATIONAL ASSURANCE COMPANY** and **ALLIED WORLD INSURANCE COMPANY**, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Michael W. Zahodski  
 Notary: Michael W. Zahodski  
 My Commission Expires: 11-18-2014

### CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the **DARWIN NATIONAL ASSURANCE COMPANY** and **ALLIED WORLD INSURANCE COMPANY**, on December, 2012:

"RESOLVED, that the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, **TIMOTHY J. CURRY**, Secretary of the **DARWIN NATIONAL ASSURANCE COMPANY** and **ALLIED WORLD INSURANCE COMPANY**, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 6th day of June, 2014

Secretary: Timothy J. Curry



Bond No. D00001369

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Universal Asbestos Removal, Inc.  
1385 101st Street  
Lemont, IL 60439

### SURETY:

(Name, legal status and principal place of business)

Darwin National Assurance Company  
1690 New Britain Avenue, Suite 101  
Farmington, CT 06032  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

### CONSTRUCTION CONTRACT

Date: July 15, 2014

Amount: \$ 38,300.00

Thirty Eight Thousand Three Hundred Dollars and 00/100

### Description:

(Name and location)

Asbestos Abatement Bank and RFBD 2014, 9612-9614 W. 143rd Street, Orland Park, Illinois 60462

### BOND

Date: July 23, 2014

(Not earlier than Construction Contract Date)

Amount: \$38,300.00

Thirty Eight Thousand Three Hundred Dollars and 00/100

Modifications to this Bond:

☐ None

☒ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Universal Asbestos Removal, Inc.

Signature:

Name: ANTHONY ARMISO  
and Title: PRESIDENT

### SURETY

Company: (Corporate Seal)

Darwin National Assurance Company

Signature:

Name: Judith A. McGoogan  
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Mesirow Insurance Services, Inc.  
353 N. Clark  
Chicago, IL 60654-9934

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Performance Bond Rider

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Bond No. D00001369

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Universal Asbestos Removal, Inc.  
1385 101st Street  
Lemont, IL 60439

### SURETY:

(Name, legal status and principal place of business)

Darwin National Assurance Company  
1690 New Britain Avenue, Suite 101  
Farmington, CT 06032  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

### CONSTRUCTION CONTRACT

Date: July 15, 2014

Amount: \$38,300.00

Thirty Eight Thousand Three Hundred Dollars and 00/100

### Description:

(Name and location)

Asbestos Abatement Bank and RFBD 2014, 9612-9614 W. 143rd Street, Orland Park, Illinois 60462

### BOND

Date: July 23, 2014

(Not earlier than Construction Contract Date)

Amount: \$38,300.00

Thirty Eight Thousand Three Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Universal Asbestos Removal, Inc.

Signature:

Name: ANTHONY ARMILJO  
and Title: PRESIDENT

### SURETY

Company: (Corporate Seal)

Darwin National Assurance Company

Signature:

Name: Judith A. McGoogan  
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Mesirow Insurance Services, Inc.  
353 N. Clark  
Chicago, IL 60654-9934

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



**Darwin National Assurance Company**  
30 S. 17<sup>th</sup> St., Suite 810, Philadelphia, PA 19103

BOND NO. D00001369  
\$ included

**PERFORMANCE BOND RIDER**

**Exclusions From The Scope Of The Surety's Duties, Obligations and liabilities under Bond**

WHEREAS, this Rider is executed concurrently with the Allied World Insurance surety bond referenced above, in the penal sum shown above (hereinafter referred to as the "Bond") and is intended to form a part thereof; and

WHEREAS, the parties, consisting of the Obligor, the Principal and the Surety, all as such terms are defined in the Bond, now wish to amend the Bond to make certain exclusions from the scope of the Surety's duties, obligations and liabilities under the Bond.

NOW THEREFORE, notwithstanding anything to the contrary in the Bond or in the Contract (as such term is defined in paragraph 1 below), the parties agree to amend the Bond as follows:

1. The Bond is not intended by the parties to be, nor shall it be construed for any purpose to be, an insurance policy, whether primary or excess, nor shall it in any other way be considered to satisfy the requirements for any type of insurance set forth in the contract documents between the Principal and the Obligor and/or Owner (hereinafter "the Contract"). The existence and maintenance of any and all insurance required by the Contract through the completion of any guaranty period provided therein shall be both a condition precedent and a condition subsequent to any obligation and/or liability of the Surety under the Bond.
2. Any rights of action under the Bond shall accrue to, and be for the exclusive use of, the Obligor. The Bond is not intended by the parties to create or extend, nor shall it be construed as creating or extending, any third party beneficiary rights.
3. No suit or action shall be commenced against the Principal or the Surety for any default in performance or for labor performed or materials supplied after the earlier of (1) the contract duration period as set forth in the Contract at the time of execution plus any agreed extensions; or (2) one year after substantial completion of work under the Contract (3) one year after termination of the Contract in accordance with its terms and conditions. In no event shall the Surety be liable under any warranty provision in the Contract after one year from the date of substantial completion of the work to be performed under the Contract.
4. In the event of default, the Surety's liability under the Bond is limited to providing (a) funds for the cost of completion of the Contract work in accordance with the pertinent plans and specifications, less (b) the balance of funds remaining to be paid by Obligor under the Contract. Under no circumstances is the Surety obligated to tender another contractor to complete the work, nor to enter into a takeover agreement with the Owner and/or Obligor for the Completion of the work, nor to finance completion of the work by the Principal, nor or in any way assume responsibility, directly or indirectly, for the performance of work. Under no circumstances shall the liability of the Surety exceed the penal Sum of the Bond.
5. Upon its receipt of a written notice of default, the Surety will have a reasonable amount of time to honor its obligations, if any under the Bond.
6. The Surety shall in no event be liable to indemnify or compensate the Obligor or any other person for loss or liability arising from any personal injury or property damage, whether or not directly or indirectly caused by a breach of the Contract. Under no circumstance shall the Surety be liable to indemnify or compensate the Obligor for any consequential or punitive damages.

7. The Surety shall in no event be liable to any person for injuries, costs, damages, expenses, or other liability or loss of any kind which results from any one or more releases or threatened releases of any hazardous substance or pollutant or contaminant, even if such release or threatened release is caused by conduct of the Principal or of the Oblige which is or is deemed to be negligent, wanton, grossly negligent or intentional malfeasance. .

8. The Bond is not intended to be, nor shall it be construed to be any part of, a contract, agreement or other instrument arranging for disposal or treatment of hazardous substances, or arranging with a transporter for transport for disposal or treatment of hazardous substances.

9. Notwithstanding any provision of the Contract or the Bond to the contrary, each and every extension of the Contract completion date and any modification or change to the Contract require actual receipt of written notice thereof by the Surety and the subsequent authorization by the Surety in order for the Surety to be bound by such extensions, modifications or changes. No extension, modification or change shall be considered "immaterial" and therefore exempt from the notice requirement.

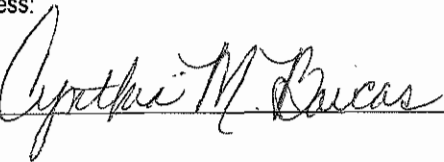
10. The Bond is issued subject to the above express conditions which shall survive the release and discharge of the Surety from any further liability of its Bond obligations, and those conditions are accepted by the Oblige notwithstanding any obligation to the contrary in the Contract.

11. The Bond does not cover and the Surety does not accept any obligation for design liability or other professional liability or responsibility of any kind. Further, the Bond in no way provides a guarantee of the adequacy or efficiency of equipment selected or supplied by any party, nor does this bond guarantee the achievement of any remedial limits resulting from design specifications. Accordingly, it is agreed by all parties that this Bond shall only cover the actual physical construction work contained within the Contract and that all other work is specifically excluded from the scope of this Bond as if it were individually stated herein.

Signed, Sealed and dated this July 23, 2014.

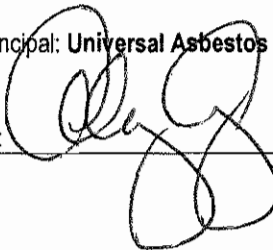
Witness:

By:



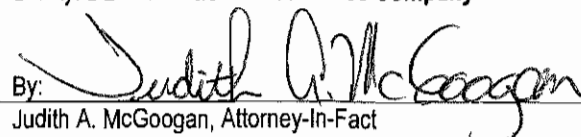
Principal: **Universal Asbestos Removal, Inc.**

By:



Surety: **Darwin National Assurance Company**

By:

  
Judith A. McGoogan, Attorney-In-Fact



State of Illinois  
County of Cook

On this 23rd day of July 2014, before me personally appeared  
Judith A. McGoogan, known to me to be the Attorney-in-fact of  
Darwin National Assurance Company, the corporation that executed the  
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the  
aforesaid county, the day and year in this certificate first above written.

(Seal)



*Sarah Green*  
(Notary Public)



# DARWIN NATIONAL ASSURANCE COMPANY / ALLIED WORLD INSURANCE COMPANY

30 S. 17<sup>th</sup> St., Suite 810, Philadelphia, PA 19103

## POWER OF ATTORNEY

Issue Date: July 23, 2014

Single Transaction Limit \$10,000,000

### KNOW ALL MEN BY THESE PRESENTS:

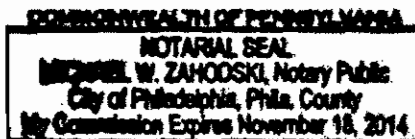
Darwin National Assurance Company, a Delaware corporation and Allied World Insurance Company, a New Hampshire corporation (the "Companies") does hereby appoint

NAME(s): Judith A. McGoogan SURETY BOND NUMBER: D00001369  
 FIRM: Mesirow Insurance Services, Inc. OFFICE LOCATION: Chicago, IL  
 PRINCIPAL: Universal Asbestos Removal, Inc. OBLIGEE: Village of Orland Park

It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY AND ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 12th day of March, 2014



[Signature]  
 Name: Robert E. Staples  
 Title: Senior Vice President

State of Pennsylvania )  
 County of Philadelphia ) ss.

On this 12th day of March, 2014 before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY and ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature]  
 Notary: Michael W. Zahodski  
 My Commission Expires: 11-18-2014

### CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL INSURANCE COMPANY and ALLIED WORLD INSURANCE COMPANY, on December, 2012:

"RESOLVED, that the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, **TIMOTHY J. CURRY**, Secretary of the DARWIN NATIONAL INSURANCE COMPANY and ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 23rd day of July, 2014

Secretary: [Signature]

